



Monash Law Clinics <law-clinics@monash.edu>

MCLEAN & IASONIDIS – FAMILY LAW

1 message

Alexandra Culshaw <Alexandra.Culshaw@cmblegal.com.au>
To: "law-clinics@monash.edu" <law-clinics@monash.edu>
Cc: Rebecca Badenoch <rebecca.badenoch@cmblegal.com.au>

5 November 2020 at 15:51

Dear Sir/Madam

Please find enclosed letter from Ms Rebecca Badenoch of even date, in relation to the above matter.

Yours faithfully,

Alexandra Culshaw

Law Clerk



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Letter to Monash Law Clinics Clayton 5.11.2020.pdf
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5 November 2020

Monash Law Clinics Clayton
60 Beddoe Avenue
CLAYTON VICTORIA 3168

BY EMAIL: law-clinics@monash.edu

WITHOUT PREJUDICE
SAVE AS TO COSTS

Dear Colleagues,

MCLEAN & IASONIDIS – FAMILY LAW

We refer to the above matter and confirm we act on behalf of Steve Iasonidis in relation to family law matters.

We have to hand your letter of 20 October 2020 sent to our client by post and email seeking that Mr Iasonidis participate in a Family Dispute Resolution conference with Mr McLean.

Basic Background

Our client instructs that the parties commenced a relationship in or around December 2009. The parties separated on a final basis some five years ago, in July 2015. Mr McLean had received a payout from his superannuation fund of approximately \$110,000 prior to the relationship. By the time the relationship commenced, the remaining balance was in the sum of \$60,000. Our client did not benefit from this payout, and it was applied for the sole benefit of Mr McLean. Our client otherwise advises that when the parties commenced cohabitation, neither party had any other assets, financial resources or liabilities.

Our client advises that he was employed, and most of his income was spent on rent, holidays, general living, and going out. Our client also states that he financially supported Mr McLean during this time, including during two holidays in Thailand and a trip to Bali, as Mr McLean did not have gainful employment throughout the relationship.

At the date of separation, our client instructs he had an estimated \$10,000 in savings, however he had to finance the move from the shared home and rent his own property, whereas Mr McLean continued to reside rent –free.

Out of time

Given the parties separated five years ago, our client was perplexed by your letter of 20 October 2020. We refer you to section 44 of the *Family Law Act* (Cth) requiring that an application for de facto financial orders must be made within two years of the final separation date, failing which, leave must be obtained from the Court. We advise that your client is now substantially out of time for such a claim and that he has no reasonable excuse for his delays.

On that basis, our client will not be proceeding with an FDRS.

Should you client wish to pursue this matter, we put your client on notice that our client will pursue a costs order.

Yours faithfully

CULSHAW MILLER BADENOCH LAWYERS

A handwritten signature in dark ink, appearing to read 'Rebecca', written over a horizontal line.

Rebecca Badenoch
Legal Practice Director